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WELLS FARGO BANK, N.A., successor by merger with Wells Fargo Bank Southwest, N.A., f/k/a Wachovia Mortgage, FSB, f/k/a World Savings Bank, FSB ("Wells Fargo")

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

AARON BREWER, and DELIA CHAMBERS BREWER,,

Plaintiffs,

v.

WELLS FARGO BANK, N.A.; THE BANK OF NEW YORK MELLON as trustee for the WORLD SAVINGS REMIC TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 29 and DOES 1-25 inclusive,

Defendants.

CASE NO.: 3:16-CV-02664-KAW

[The Honorable Kandis A. Westmore]

DEFENDANT WELLS FARGO BANK N.A.'S NOTICE OF MOTION AND MOTION TO DISMISS THE COMPLAINT

Date: July 7, 2016
Time: 11:00 a.m.
Ctrm:

TO PLAINTIFFS, ALL PARTIES, AND THE HONORABLE COURT:

PLEASE TAKE NOTICE that on July 7, 2016 at 11:00 a.m. in Courtroom ___ of the above-entitled Court, located at 1301 Clay Street, Oakland, California 94612, Defendant Wells Fargo Bank, N.A, defendant WELLS FARGO BANK, N.A., successor by merger with Wells Fargo Bank Southwest, N.A., f/k/a Wachovia Mortgage, FSB, f/k/a World Savings Bank, FSB

("Wells Fargo"), will move pursuant to Rules 12(b)(6) of the Federal Rules of Civil Procedure for an order dismissing all claims for relief in the Complaint.

Grounds for the motion are:

1. First Claim for Relief: Declaratory Relief

Plaintiffs fail to state a claim for declaratory relief because: (i) Plaintiffs lack standing to assert the claim; (ii) the complaint fails to allege a factual or legal basis for the claim; (iii) the claim is not plead with adequacy or particularity.

2. Second Claim for Relief: Violation of RESPA

Plaintiffs fail to state a claim for relief under RESPA because: (i) the complaint fails to allege a factual or legal basis for the claim; (ii) the claim is not plead with adequacy or particularity.

3. Third Claim for Relief: Violation of Regulation X

Plaintiffs fail to state a claim for relief for "violation of Regulation X of the Mortgage Servicing Act" because: (i) the complaint fails to allege a factual or legal basis for the claim; (ii) the claim is not plead with adequacy or particularity.

4. Fourth Claim for Relief: Violation of Uniform Commercial Code

Plaintiffs fail to state a claim for relief for violation of Uniform Commercial Code because: (i) the complaint fails to allege a factual or legal basis for the claim; (ii) the claim is not plead with adequacy or particularity.

. . .

. . .

. . .

5. Fifth Claim for Relief: Violation of the UCL

Plaintiffs fail to state a claim for relief for violation of the UCL because: (i) the complaint fails to allege a factual or legal basis for the claim; (ii) the claim is not plead with adequacy or particularity.

Respectfully submitted,

Dated: May 24, 2016

ANGLIN, FLEWELLING, RASMUSSEN,
CAMPBELL & TRYTTEN LLP

By: /s/ Daniel Armstrong
Daniel A. Armstrong
darmstrong@afrct.com
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WELLS FARGO BANK, N.A., successor by merger with Wells Fargo Bank Southwest, N.A., f/k/a Wachovia Mortgage, FSB, f/k/a World Savings Bank, FSB ("Wells Fargo")

MEMORANDUM OF POINTS AND AUTHORITIES

1. INTRODUCTION

This action represents Plaintiffs' effort to avoid the consequences of their longstanding default on the 2007 mortgage loan received from Wells Fargo Bank, N.A.'s predecessor.[1] The complaint fails to state any claim on which relief may be granted. Plaintiffs seek to manufacture an injury by scouring the history of assignment of interest in their mortgage between beneficiaries. Plaintiffs have indicated no harm, and no reason for this exercise other than to forestall a foreclosure and obtain an award of damages. Plaintiffs' scheme included an oppressive request for information from the servicer of the loan, intended merely to sow the seeds for this litigation. Even if Plaintiffs' allegations that the transfer of the loan into a securitized trust was somehow void, Wells Fargo would retain possession of the loan as the originating beneficiary. Plaintiffs' claims, therefore, even if true show no justiciable issue and no harm. Wells Fargo asks the Court to dismiss the complaint in its entirety, and with prejudice, under Federal Rules of Civil Procedure (FRCP) 12(b).

2. SUMMARY OF FACTS AND ALLEGATIONS

The Loan. In March 2007, Plaintiffs borrowed $1,680,000 from World Savings Bank for a property in Oakland, California. The loan was memorialized in a signed note and secured by a signed deed of trust. *See* Comp. Ex. A; Request for Judicial Notice (RJN), Ex. A.

Wells Fargo's Succession to World Savings' Interest In The Loan. When Plaintiffs took out the loan in 2007, World Savings Bank was a federal savings bank regulated by the Office of Thrift Supervision ("OTS"). *See* RJN, Exs. A-C. World Savings changed its name to Wachovia Mortgage, FSB on December 31, 2007, but it remained overseen by the OTS. RJN, Exs. D-E. Effective November 1, 2009, Wachovia Mortgage, FSB became a division of Wells Fargo Bank, N.A. RJN, Ex. F.

The Complaint. The complaint alleges five causes of action for: (1) Declaratory Relief that the Loan Documents are Void; (2) Violation of Real Estate Settlement Procedures Act; (3) Violation of Regulation X of Mortgage Servicing Act; (4) Violation of Uniform Commercial Code; and (5) Violation of California Business & Professions Code §17200.

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[1] Wells Fargo Bank is the successor to World Savings Bank, FSB, the entity from whom plaintiffs obtained the 2007 mortgage loan. This corporate succession is more fully explained in the facts section below. For convenience, this brief will refer Wells Fargo Bank, N.A. and its predecessor entities collectively as "Wells Fargo."

Although applying different labels, the claims all seek to challenge Wells Fargo's standing to foreclose based on conclusory allegations. Plaintiffs allege the "[deed of trust]became void when it was transferred into a securitized trust after the trust's closing date had elapsed" and that Wells Fargo failed to timely respond to their Qualified Written Request demanding "information regarding the identity of their loan holder and the status of the loan." (Comp. ¶¶21, 27, 32, 35, 44).

Based on the challenge to foreclosure standing and the accompanying RESPA, Regulation X, UCC and UCL claims, Plaintiffs seek injunctive relief along with compensatory and punitive damages. (Comp. ¶180).

3. **STANDARDS FOR MOTION TO DISMISS**

While a complaint need not contain detailed factual allegations, "a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). That is, "conclusory allegations of law and unwarranted inferences are not sufficient to defeat a motion to dismiss." *Associated Gen. Contractors of Am. v. Metro. Water Dist.*, 159 F.3d 1178, 1181 (9th Cir. 1998) (quoting *Pareto v. FDIC*, 139 F.3d 696, 699 (9th Cir. 1998)).

Furthermore, "[f]actual allegations must be enough to raise a right to relief above the speculative level, on the assumption that all the allegations in the complaint are true (even if doubtful in fact)." *Twombly*, 550 U.S. at 555 (citations omitted). As the Supreme Court explained in *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009): A pleading that offers "'labels and conclusions' or 'a formulaic recitation of the elements of cause of action will not do.' Nor does a complaint suffice if it tenders 'naked assertions' devoid of 'further factual enhancement.'"

Plaintiffs' complaint does not meet these basic pleading standards. The allegations are mere conclusions, unsupported by the types of adequate facts required by *Twombly* and *Iqbal*.

In addition, the complaint fails to state a claim based on the grounds below.

4. ALL CAUSES OF ACTION IN THE COMPLAINT FAIL SINCE THEY ERRONEOUSLY CHALLENGE FORECLOSURE STANDING

Plaintiffs brought this lawsuit to preemptively challenge Wells Fargo's interest in the mortgage and its "standing" to foreclose. The law simply does not allow such an attack.

This issue has been dealt with by California courts. In *Jenkins v. JPMorgan Chase Bank, N.A.,* 216 Cal. App. 4th 497 (2013), the court of appeal upheld the decision of the trial court to sustain a demurrer without leave to amend. The court of appeal held that the plaintiff/borrower's preemptive attack on the lender's alleged non-compliance with Civil Code § 2924 *et seq*. was not valid under California law.

> After our own examination of the nonjudicial foreclosure statutes, we agree with the *Gomes* court that the provisions [of the nonjudicial foreclosure statutes] do not contain express authority for such a preemptive action. Also, even if the statutes are interpreted broadly, it cannot be said the provisions imply the authority for such a preemptive action exists, because doing so would result in the impermissible interjection of the courts into a nonjudicial scheme enacted by the California Legislature… [It] would fundamentally undermine the nonjudicial nature of the process and introduce the possibility of lawsuits filed solely for the purpose of delaying valid foreclosures.

Id. at 513; *see also Kennedy v. World Savings bank, FSB*, 2015 WL 1814634, at *6-*7 (N.D. Cal. Apr. 21, 2015) ("[D]ebtors may not pursue judicial challenges to the authority of a foreclosing beneficiary based on an improper securitization theory."); *Lu v. Hawaiian Gardens Casino, Inc.,* 50 Cal. 4th 592, 596 (2010) ("A violation of a state statute does not necessarily give rise to a private cause of action").

The general inability of borrowers to preemptively attack a non-judicial foreclosure sale based on alleged "lack of standing" was recently upheld by the California Supreme Court in *Yvanova v. New Century Mortgage Corp.*, 62 Cal. 4th 919 (2016). The *Yvanova* court provisionally approved only a very limited challenge to a lender's right to foreclose:

> Our ruling in this case is a narrow one. We hold only that a borrower *who has suffered a nonjudicial foreclosure* does not lack standing to sue for wrongful foreclosure based on an allegedly void assignment merely because he or she was in default on the loan and was not a party to the challenged assignment. [We do not] hold or suggest that plaintiff in this

> case has alleged facts showing the assignment is void or that, to the extent she has, she will be able to prove those facts.

Yvanova, 62 Cal. 4th at 924 (emphasis added).

For several reasons, *Yvanova* does not rescue Plaintiffs' claims.

First, in *Yvanova,* the plaintiff offered detailed, often verifiable allegations regarding her original lender's bankruptcy and the subsequent transfer of her loan. *See Yvanova*, 62 Cal. 4th at 924-26. Despite those details, the *Yvanova* court expressly declined to hold that her allegations were adequate to state a claim. *See id.* at 924. Here Plaintiffs merely allege that the "Alameda County records show no evidence of any transfer of either the DOT or the Note in the WSR 29 TRUST." (Comp. ¶9.) Plaintiffs fail, however, to explain how this leads to the conclusion that the "transfer of the loan documents, the DOT and the Note, into the REMIC trust" did not occur. Plaintiffs offer no statute or rule that would require recording of such a transfer. The Plaintiffs' conclusory allegations are more speculative than those in *Yvanova.* And, they do not meet pleading standards under *Twombly* and *Iqbal*.

Second, as the *Saterbak* court ruled, *Yvanova* does not apply to claims alleging an untimely assignment to a securitized trust:

> *Yvanova* recognizes borrower standing only where the defect in the assignment renders the assignment *void*, rather than *voidable*. . . . *Yvanova* expressly offers no opinion as to whether, under New York law, an untimely assignment to a securitized trust made after the trust's closing date is void or merely voidable. . . . We conclude such an assignment is merely voidable. (See *Rajamin v. Deutsche Bank National Trust Co. (2d Cir. 2014) 757 F.3d 79, 88, 89* (*Rajamin*)["the weight of New York authority is contrary to plaintiffs' contention that any failure to comply with the terms of the PSAs rendered defendants' acquisition of plaintiffs' loans and mortgages void as a matter of trust law"; "an unauthorized act by the trustee is not void but merely voidable by the beneficiary"].)

Saterbak v. JPMorgan Chase Bank, N.A., 245 Cal. App. 4th 808, 815 (2016).

Plaintiffs here allege an attempted untimely assignment to a securitized trust. (Comp. ¶9). The transfer would therefore be voidable and the standing of *Yvanova* would not apply.

Third, in *Yvanova*, the borrower challenged a foreclosure sale that had already occurred based on an alleged defect in an assignment of a deed of trust. Although the *Yvanova* court disapproved of *Jenkins* on the issue of whether a deed of trust assignment can be challenged *at* *all* by a borrower, it upheld *Jenkins* to the extent that such a challenge to compliance with Civil Code § 2924 must come after a foreclosure sale, not before. "We do not hold or suggest that a borrower may attempt to preempt a threatened nonjudicial foreclosure by a suit questioning the foreclosing party's right to proceed." *Id.* at 924.

The *Yvanova* ruling falls in line with *Saterback* and other case law holding that preemptive, pre-sale attacks on a lender/servicer's statutory compliance is not permitted. *See, e.g., Saterbak*, 245 Cal. App. 4th at 815 ("Because Saterbak brings a preforeclosure suit challenging Defendant's ability to foreclose, *Yvanova* does not alter her standing obligations."); *Rockridge Trust v. Wells Fargo, N.A.*, 985 F. Supp. 2d 1110, 1146 (N.D. Cal. 2013) ("foreclosure scheme does not provide for a preemptive suit").

Here, Plaintiffs do not even allege that a notice of default has been recorded, much less that a foreclosure sale has occurred. Since a foreclosure sale has not occurred as would be evidenced by a recorded trustee's deed upon sale, Plaintiffs' challenge to foreclosure standing fails as a matter of law.

5. DECLARATORY RELIEF

Declaratory relief is a remedy, not an independent cause of action. *Santos v. Countrywide Home Loans*, 2009 U.S. Dist. LEXIS 103453, 2009 WL 3756337, at *5 (E.D. Cal. Nov. 6, 2009) ("Declaratory and injunctive relief are not independent claims, rather they are forms of relief.") *Lane v. Vitek Real Estate Indus. Group*, 713 F. Supp. 2d 1092, 1104 (E.D. Cal. 2010) (same).

Plaintiffs' claim for declaratory relief also fails to sufficiently identify the nature of the dispute and the declaration they seek. As shown above, Plaintiffs are not entitled to any such declaration because they have not pled an actionable claim challenging foreclosure standing.

Plaintiffs also allege that the deed of trust "must be nullified" under Civil Code §1558 because it does not have "identifiable parties." But Plaintiffs seem to be confused by their own position. Plaintiffs repeatedly conflate two concepts: (1) that the allegedly late transfer of the "loan documents" into the trust rendered "the transfer void"; and (2) that the late transfer rendered the "loan documents void." Plaintiffs provide only a single case, *Glaski v. Bank of America*, in support of their position that the *transfer* to the trust was void. But even if the transfer was deemed void, the result would not be that the *loan documents* themselves would be void. Plaintiffs provide no authority for the position that the loan documents would be rendered void by a void transfer, nor is such a position tenable.

Contrary to Plaintiffs' position, therefore, it *is* "possible to identify" the parties to the contract either way. If the transfer to the trust was void, as Plaintiffs allege, the transferor—Wells Fargo's predecessor—would be the owner of the mortgage.

Plaintiffs attempt to muddy the waters by arguing, apparently in the alternative, that the transfer to the trust was valid: "World Savings sold away its interest in Plaintiffs' loan in April of 2007… it stands to reason that the DOT would still be in the possession of the WSR 29 TRUST and BNYM." (Comp. ¶¶22-23.) Plaintiffs then allege that it is "impossible to determine" when Wells Fargo resumed ownership of the mortgage because "there are no documents showing that the loan was sold, assigned, or transferred back to World Savings or Wells Fargo by BNYM." (Comp. ¶23.) Plaintiffs apparently forget that they attach a copy of the endorsement of the note to their complaint as Exhibit E. Plaintiffs admit receiving this "on July 1, 2015." It is therefore clear that the endorsement occurred sometime prior to that date, and Plaintiffs offer nothing to suggest that "it is impossible to determine" when that endorsement was made simply because the endorsement itself does not include a date.

Nor does Plaintiffs' allegation that they have remained in contact with Wells Fargo regarding the loan since 2007 support their position. Wells Fargo has remained the servicer of the loan, despite any change in beneficiary to the note or deed of trust, and therefore would remain in contact with Plaintiffs regarding the loan.

Plaintiffs' demand for declaratory relief is therefore entirely baseless and should be denied without leave to amend.

6. VIOLATION OF RESPA

Plaintiffs allege that they sent two Qualified Written Requests (QWRs) to Wells Fargo and that Wells Fargo's responses, though timely under 12 U.S.C. §2605(e), were insufficient. Plaintiff's first "QWR" is attached as Exhibit B to their complaint. It consists of 18 pages of single spaced text which was filled with, according to Plaintiffs, "highly specific requests."

(Comp. ¶32.) Wells Fargo's response is attached to the complaint as Exhibit C, which indicated that the requests in the "QWR" were too broad. Plaintiffs argue that this was a violation of Wells Fargo's obligation under 12 U.S.C. §2605(e)(2)(C)(1) to provide an "explanation of why the information requested is unavailable or cannot be obtained by the servicer."

Plaintiffs' massive and dense tome of "highly specific requests" was, without question, too broad. Along with paragraphs upon paragraphs of confused allegations regarding the transfer of ownership of the loan documents, the "QWR" contained requests for all documents possibly related to the loan in any way whatsoever. It also included no fewer than 30 questions, each with multiple sub-questions and demands for documents related to no fewer than 45 broad subject areas, and more. (Comp. Ex. B.)

Such abuse of the statutory procedures for handling information requests was anticipated by banking industry regulators. As referenced in the Consumer Financial Protection Bureau (CFPB) Servicing Rules §1024.36(f)(1)(iv) and§1024.35(g)(ii)[2], an information request is overbroad or unduly burdensome if: (1) the consumer asks for an unreasonable volume of documents or information; (2) a diligent servicer could not respond to the request without exceeding the time limit to respond to information requests; or (3) answering would incur costs that would be unreasonable in light of the circumstances.

Also noted therein, a notice of error is overbroad if the servicer cannot reasonably determine the specific error that the consumer asserts has occurred. Examples of such overbroad notices of error include: (1) an assertion that the servicer has made errors in all aspects of the loan including origination, servicing, and foreclosure, including errors relating to substantially every consumer payment and escrow account transaction; (2) assertions in the form of a judicial action complaint, subpoena, or discovery request that purports to require the servicer to respond to each numbered paragraph; (3) incomprehensible requests that are not reasonably understandable; and (4) assertions that include voluminous tangential discussion or requests for

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[2] http://files.consumerfinance.gov/f/201411_cfpb_small-entity-compliance-guide_tila-respa.pdf (8.7.2-8.7.6/Pages 64-65/)

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so much information that the servicer cannot reasonably identify from the notice any error that requires correction.

Especially in light of the CFPB's standards, it is clear that Plaintiffs' "QWR" was nothing short of an attempt to manufacture a statutory violation and harass the servicer. At the very least, it is clear that Wells Fargo was correct in its determination that the "QWR" was overbroad.

Plaintiffs' have failed to show a violation of RESPA with respect to Wells Fargo's response to their overbroad and exploitative "QWR." Their claim for violation of RESPA should therefore be denied with prejudice.

7. **WELLS FARGO DID NOT VIOLATE REGULATION X**

Plaintiffs confusingly argue that "while RESPA grants Defendants thirty days to respond, Regulation X requires Defendants to respond within ten days of receiving the QWR. 12 CFR 1024.36(d)(ii)(2)(A)." (Comp. ¶31.) Regulation X, however, is part of RESPA. See 12 CFR Part 1024 (Real Estate Settlement Procedures Act Regulation X).

Plaintiffs overlook section 1024.36(f)(1)(iv), which states that a servicer is not required to comply with the requirements of paragraph (d) if "the information request is overbroad or unduly burdensome." As likewise noted in the section "[a]n information request is overbroad if a borrower requests that the servicer provide an unreasonable volume of documents or information to a borrower." 12 CFR § 1024.36(f)(1)(iv).

As noted above, Plaintiffs' "QWR" is unquestionably overbroad. Wells Fargo was therefore not required to provide a response to the information request and did not violate Regulation X.

Moreover, to state a valid RESPA claim, a plaintiff must show a "causal relationship between the damages and the RESPA violations." *Lawthner v. Onewest Bank*, 2010 WL 4936797, at *7 (N.D. Cal. Nov. 30, 2010). This requires a "showing of pecuniary damages in order to state a claim." *Allen v. United Fin. Mortgage Corp.,* 660 F.Supp.2d 1089, 1097 (N.D. Cal. 2009). Moreover, "simply having to file suit [does not] suffice as a harm warranting actual damages [under RESPA]. If such were the case, every RESPA suit would inherently have a claim for damages built in." *Lal v. Am. Home Servicing, Inc.*, 680 F.Supp.2d 1218, 1223 (E.D. Cal. 2010).

Here, Plaintiffs have not plead any damages as a result of the delay in response to their "QWR." Accordingly, the Court should dismiss this claim without leave to amend.

8. WELLS FARGO DID NOT VIOLATE THE UNIFORM COMMERCIAL CODE

Plaintiffs argue that under Uniform Commercial Code (UCC) § 3-501, when a party makes a demand of a borrower under a mortgage, the servicer must "present the instrument and give 'reasonable evidence of authority'" to demand the payment. (Comp. ¶35.)

The Commercial Code provisions on note assignment have no bearing. Rather, the only relevant law is California's comprehensive statutory scheme for nonjudicial foreclosures. California's statutory scheme for nonjudicial foreclosures does not require that either a lender or trustee possess or deliver the original promissory note, or undertake any action under the Commercial Code. Civ. Code § 2924 et seq.

The Commercial Code itself is bereft of provisions for nonjudicial foreclosure of a deed of trust for a consumer residential mortgage. While Article 3 of the Commercial Code governs negotiable instruments, it does not apply to nonjudicial foreclosure under deeds of trust. It simply has no application in light of California's comprehensive foreclosure statute. *Moeller v. Lien*, 25 Cal. App. 4th 822, 834 (1994) ("The comprehensive statutory framework established [by the California Civil Code] to govern nonjudicial foreclosure sales is intended to be exhaustive."); *Waqavesi v. Indymac Fed. Bank*, 2009 U.S. Dist. LEXIS 105555, at *20 (E.D. Cal. Nov. 11, 2009) (Commercial Code § 3301 "reflects California's adoption of the Uniform Commercial Code, and does not govern non-judicial foreclosures, which is [sic] governed by California Civil Code § 2924.") Thus, the UCC is not a valid basis for a claim because it does not govern the parties' contractual relationship.

Plaintiffs likewise allege that Wells Fargo violated UCC §3-202 which "provides that a mortgage indorsement (sic) 'must be on the instrument itself or on a paper intended for the purpose which is so firmly affixed to the instrument as to become an extension or part of it.'" (Comp. ¶37.) Plaintiffs also argue that the "UCC's stance on allonges" is that they may not be used unless there is no room on the instrument itself for the endorsement.

Even if Plaintiffs had properly characterized the provisions in the UCC, it does not apply to assignments of a note or deed of trust, as noted above. And Plaintiffs cite no such requirements under the California Commercial Code. Plaintiffs' desperate attempt to find a hyper-technical defect in the endorsements on the note suggests no tangible injury and reveals the unreasonably litigious nature of their entire complaint.

The Court should therefore dismiss the fourth claim for relief without leave to amend.

9. VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §17200

As a preliminary matter, a UCL claim must state with reasonable particularity the facts showing unlawful, unfair, or fraudulent business acts on the part of the defendant. *Korea Supply Company v. Lockheed Martin Corporation*, 29 Cal. 4th 1134, 1143 (2003); *Khoury v. Maly's of California, Inc.*, 14 Cal. App. 4th 612, 619 (1993). In the present case, Plaintiffs' UCL cause of action is derivative in nature. Plaintiffs specifically incorporate the prior claims by reference (Comp. ¶ 44.)

As noted above each of Plaintiffs' preceding claims fails for multiple reasons. Wells Fargo has therefore not engaged in fraudulent, unlawful, or unfair business practices, and dismissal of the UCL claim is therefore warranted.

10. CONCLUSION

For each of the foregoing reasons, Wells Fargo respectfully requests that the Court dismiss the complaint in its entirety with prejudice, and without leave to amend.

Respectfully submitted,

Dated: May 24, 2016

ANGLIN, FLEWELLING, RASMUSSEN, CAMPBELL & TRYTTEN LLP

By: /s/ Daniel Armstrong
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CERTIFICATE OF SERVICE

I, the undersigned, declare that I am over the age of 18 and am not a party to this action. I am employed in the City of Pasadena, California; my business address is Anglin, Flewelling, Rasmussen, Campbell & Trytten LLP, 199 S. Los Robles Avenue, Suite 600, Pasadena, California 91101-2459.

On the date below, I served a copy of the foregoing document entitled:

DEFENDANT WELLS FARGO BANK N.A.'S NOTICE OF MOTION AND MOTION TO DISMISS THE COMPLAINT

on the interested parties in said case as follows:

Served Electronically
Via the Court's CM/ECF System

Michael Yesk, Esq.
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YESK LAW
70 Doray Drive, Suite 16
Pleasant Hill, California 94523

Tel: (925) 849-5525

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. This declaration is executed in Pasadena, California on May 24, 2016.

Dionne Harvey	*/s/ Dionne Harvey*
(Type or Print Name)	(Signature of Declarant)